



General Rental Conditions - SIXT switch -

# General Rental Conditions for SIXT switch

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Sixt GmbH & Co. Autovermietung KG  
Zugspitzstraße 1  
DE 82049 Pullach

(hereinafter referred to as "Sixt")

Status: June 2020

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## General Rental Conditions - SIXT switch -

These General Rental Terms and Conditions for SIXT switch ("**GTC**") govern the rights and obligations in all contractual relationships in which Sixt GmbH & Co. Autovermietung KG, Zugspitzstraße 1, DE 82049 Pullach (hereinafter referred to as "Sixt") provides consumers or businesses (hereinafter jointly referred to as "**customers**") with vehicles for temporary use and all related services within the scope of its SIXT switch product.

### 1 Definitions

The definitions below apply to these GTC:

"**GTC**" means these General Rental Terms and Conditions.

"**BillPay GmbH**" means the BillPay GmbH, Zinnowitzer Str. 1, DE 10115 Berlin.

"**Third party**" is any person who is not a party to the rental agreement or - in the case of corporate customers - an authorized driver.

"Table of **Fees** " means the compilation of special services subject to a fee and other fees. The valid table of fees is available to the customer [here](#).

"**Authorized driver**" means the renter of the Sixt vehicle or - in case of corporate customers - the driver specified in the rental contract.

"**Security Deposit**" describes the security deposit regulated in Section 7.3 of these GTC.

"**Customer**" means the contractual partner of Sixt. In case of corporate customers, the customer has to ensure that the authorized driver complies with the obligations under this rental contract and these general terms and conditions.

"**Corporate Customer**" means a natural or legal person or a partnership with legal capacity, which, when concluding a rental agreement, acts in the exercise of its commercial or independent professional activity.

"**Rental agreement**" means a binding contract between Sixt and the customer, which obligates Sixt to provide the selected services and the customer to pay the customer rate according to these GTC. A rental contract is concluded online by clicking the button "Open & Rent" or "Start Rent Now" or a corresponding clear formulation on the button in the Sixt App.

"**Sixt Share Business Area**" means the color-coded areas in the Federal Republic of Germany as displayed by Sixt at <https://www.sixt.com/share/locations/#/> or in the Sixt App.

"**Sixt Services**" means all services to be provided by Sixt under a rental contract, especially the rental of vehicles and related services.

"**Sixt Support Team**" refers to the Sixt customer hotline. The customer finds the contact data [here](#).

Insofar as only the masculine form is used in these GTC, this refers equally to persons of all genders (M/W/D).

### 2 Scope

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2.1 Personal scope: The Sixt Services and these General Terms and Conditions are aimed at consumers (§ 13 BGB, German Civil Code) and entrepreneurs (§ 14 BGB, German Civil Code) as well as legal entities under public law or special funds under public law.

2.2 Material scope: If the customer decides to use the SIXT switch product, only these GTCs apply to the use of this product. Any other general terms and conditions of Sixt (e.g. General Rental Terms and Conditions), which the customer might have already agreed to before booking the SIXT switch product, do not apply.

Deviating, conflicting or supplementary general terms and conditions of the customer shall not apply, for example, even if Sixt does not expressly object to their validity or if Sixt provides the services without reservation in knowledge of the GTC.

### 3 Reservations, no right of withdrawal

3.1 Reservations: If the customer chooses the Switch product, he/she can reserve one of the vehicles displayed to him/her in the Sixt App free of charge up to 3 hours before the pick-up time agreed in the original reservation confirmation. If, after selecting the vehicle in the Sixt App, the customer does not pick up the vehicle within 30 minutes of the pick-up time agreed in the reservation confirmation at the latest, the vehicle selected in the App can no longer be rented, unless the customer has extended the reservation of this vehicle for a fee via the button. If the customer does not extend the reservation for the vehicle selected in the Sixt App, the Sixt Switch offer expires and the customer must pick up his vehicle at the Sixt branch as originally agreed upon.

3.2 Omission of the vehicle category binding: With the selection of the vehicle in the Sixt App, the customer no longer has the right to rent a vehicle of the originally booked vehicle category.

3.3 Exclusion of the right of revocation: In accordance with § 312g Abs. 2 Nr. 9 BGB (German Civil Code), the customer has no right of revocation when concluding the rental agreement for the vehicle rental.

### 4 Driving authorization; behavior during the rental period

4.1 Authorized driver(s): The Sixt vehicle may only be driven by the renter of the vehicle or - for corporate customers - by the driver specified in the rental contract. Third parties who are not contractual partners are not authorized to use Sixt vehicles, unless the parties have regulated this differently in the rental contract. For each culpable violation, the customer is obliged to pay a contractual penalty according to the table of fees. In addition to the payment of the contractual penalty, Sixt may also demand further damages. In such a case, the claim for a contractual penalty is offset against a claim for further damages from the same breach of duty. The customer is liable for third parties to whom the customer provides the vehicle to the same extent as for his own fault.

4.2 Minimum age: Sixt is entitled to make vehicle rental dependent on a minimum age. Such age restrictions depend in particular on the respective vehicle group and can be found in the booking process. Deviations from the minimum age can lead to exclusion from the rental for vehicles of this vehicle group or, if applicable, trigger special fees ("*Young Driver Surcharge*").

4.3 Possession of driving license and proof of identity: Prerequisite for the vehicle rental is that the customer has successfully completed the document check (driver's license and identity card/passport) specified by the Sixt App. The driving authorization must be valid for the entire rental period. The customer is obligated to immediately report the withdrawal of the driving license and other restrictions of the driving license, such as temporary seizure or confiscation of the driving license or a judicial or official driving ban, by e-mail to [fuehrerschein@sixt.com](mailto:fuehrerschein@sixt.com).

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Upon the occurrence of any of the above-mentioned circumstances, the entitlement to drive a Sixt vehicle ends or is suspended immediately.

Sixt is entitled (i) to have the continuation of the driving authorization confirmed by the customer from time to time and (ii) to terminate the rental agreement without notice if Sixt becomes aware of the withdrawal of the customer's driving license.

- 4.4 Foreign driving licenses: Driving licenses from non-EU/EEA countries (Switzerland is excluded) are accepted if (i) no visa is entered in the customer's passport or (ii) the customer has a visa in his passport and is not staying in an EU/EEA country for more than 6 months at the time of rental. If he/she is in an EU/EEA country for more than 6 months, a driving license from an EU/EEA country must be presented. Swiss driving licenses are treated like driving licenses from EU countries. A driving license not issued in Latin script (Arabic, Japanese, Cyrillic etc.) must be presented together with an international driving license. Driving licenses from countries that do not belong to the international driving license agreements require a certified translation in addition to the original driving license.
- 4.5 Obligations of the customer to check: At the start of rental, the customer has to check the condition of the Sixt vehicle for recognizable previous damages and compare this with all already documented damages. Previous damages are documented in the rental contract or in the app under pre-damages. If a previous damage is not documented, it must be reported immediately to the Sixt support team or via Sixt App under "damages".
- 4.6 Luggage, cargo, children's equipment: The customer is obliged to secure luggage and cargo of all kinds properly. The customer is only entitled to transport children up to the age of 12 years, who are smaller than 150 cm, if he uses suitable and age-approved restraint devices (baby car seat, child seat, booster seat, etc.) and follows all manufacturer's instructions for the installation and removal of child restraint systems. If the customer deactivates safety devices in the Sixt vehicle for this purpose (in particular the passenger airbag or similar), he must ensure that these are reactivated when other occupants/passengers are taken along, but at the latest at the end of the rental period.
- 4.7 (In)permitted uses: Sixt vehicles may only be used in public traffic areas and in accordance with the applicable laws. A blood alcohol limit of 0.0 ‰ applies to driving a Sixt vehicle. Driving the Sixt vehicle under the influence of alcohol or drugs, as well as after taking medication that may affect driving ability, is not permitted. The use of Sixt vehicles is also not permitted, particularly if this is done for or in connection with the following purposes:
- (a) for motor sports purposes, in particular driving events - irrespective of the place of entry, whether on racetracks or elsewhere - in which the achievement of a maximum speed is important or in the associated practice drives
  - (b) to carry out vehicle tests, driver safety training, driving instruction exercises;
  - (c) for the commercial carriage of passengers;
  - (d) for subletting;
  - (e) for the commission of criminal offences, even if they are punishable only under the law of the place of the offence;
  - (f) for the carriage of highly flammable, toxic or otherwise dangerous substances;
  - (g) for the transport of animals, unless they are in a closed cage which is securely stowed

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- 4.8 Travelling abroad: Depending on the vehicle group, the useage of Sixt vehicles abroad is prohibited for certain countries. For each culpable violation, the customer is obliged to pay a contractual penalty in accordance with the table of fees. In addition to payment of the contractual penalty, Sixt may also demand further damages. In such a case, the claim for a contractual penalty is offset against a claim for further damages from the same breach of duty.

To describe these entry restrictions, countries are categorized into three zones.

*Zone 1:* Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom, Gibraltar and Vatican City

*Zone 2:* Czech Republic, Estonia, Croatia, Hungary, Latvia, Lithuania, Poland, Slovenia, Slovakia

*Zone 3:* All countries that are not in zone 1 or zone 2

Vehicles of the brands of Jaguar, Maserati, Land Rover and Porsche and all luxury cars may only enter zone 1 countries. Vehicles of the brands Audi, BMW, Mercedes-Benz and Volkswagen up to and including Group L\*\*\* may only enter countries in Zone 1 as well as Poland and the Czech Republic. Vehicles of the above-mentioned brands with a higher vehicle category up to and including Group X\*\*\* may only enter countries in Zone 1. Vehicles of all other brands may only enter Zone 1 and 2.

Trucks, vans, minibuses and vans of all brands may only enter countries in zones 1 and 2. Entry into countries in zone 3 is not permitted unless otherwise expressly agreed in the rental contract.

The vehicle group of a vehicle can be determined at any time online at [www.sixt.de/fahrzeugmodelle/](http://www.sixt.de/fahrzeugmodelle/) or inquired by telephone or at any Sixt station.

- 4.9 Toll charges: When using toll roads, the lessee is responsible for the timely and complete payment of the toll due. Violations of the duty to pay tolls are generally administrative offences and at the same time trigger an official procedure for the subsequent collection of the toll. The Customer shall be liable for violations of the toll obligation in accordance with section 9.3.2 of these GTCs.

## 5 Vehicle condition, repairs, operating equipment

- 5.1 Care: The customer undertakes to handle the Sixt vehicle carefully and professionally, to comply with all regulations and technical rules relevant to its use. For example, the customer is not allowed to drive with a too low level of engine oil or cooling water or at a higher speed that exceeds the maximum speed indicated in the vehicle by the sticker. He must regularly check whether the vehicle is in a roadworthy condition and lock the vehicle properly and theft-proof. Sixt vehicles are generally non-smoking vehicles.

- 5.2 AdBlue®: During the rental period, the customer must ensure that the AdBlue® tank is always sufficiently filled. As soon as the warning light appears in the vehicle, the customer must fill the AdBlue® tank immediately. If in doubt, the customer must always contact the Sixt support team. The customer is liable for violations committed during the rental period and indemnifies Sixt from all claims, especially fines and penalties, that authorities or other third parties assert against Sixt due to driving with an empty AdBlue® tank. If the vehicle is returned with an empty AdBlue® tank, Sixt is entitled to invoice the customer for the cost of the AdBlue® refueling plus the general service charge for the approach of a technician according to the table of fees.

- 5.3 Maintenance: If a critical warning signal lights up while driving (e.g. engine oil level at critical level, significant loss of tire pressure, etc.), the customer has to interrupt the journey immediately and call the Sixt support team

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to coordinate the further procedure. Maintenance, repairs and all technical interventions (with estimated costs of more than 100 EUR) may not be ordered or carried out by the customer - without the prior consent of Sixt. Maintenance measures with little effort (topping up windshield water, adjust tire pressure, refill AdBlue® or similar) are to be carried out by the customer as soon as a warning signal appears in the vehicle. If in doubt, the customer must always contact the Sixt support team. In the case of short-term rentals, Sixt will reimburse the customer upon presentation of legible and complete invoice receipts for the costs of the necessary procurement to refill fluids, provided that the customer has purchased these at customary market prices and quantities.

5.4 Inspection: The customer is obligated to hand over the Sixt vehicle for an inspection on the instruction of Sixt directly to the Sixt branch named by the Sixt support team. In this case, the customer receives when returning the Sixt vehicle to Sixt an equivalent replacement vehicle for the remaining rental period.

## 6 Accidents, theft and other damage

6.1 Obligation to report: accidents, theft and all damages of the Sixt vehicle have to be reported immediately to the Sixt support team by phone. All instructions of the Sixt support team must be observed. The customer is obligated to take all reasonable measures necessary for damage reduction and preservation of evidence. For this purpose, basically every accident or damage, regardless of whether it is caused by a third party or self-inflicted, even in case of pure property damage and even if no third party has participated in it, must be reported to the police immediately and the police must be called in. If the police cannot be reached by telephone, the damage/accident must be reported at the nearest police station.

6.2 Removal from the scene of the accident, vehicle hand over: The customer may not leave the scene of the accident before the necessary and significant findings or measures have been made that enable Sixt to assess the damage. This is only the case when the police recording is completed and, depending on the corresponding instruction by the Sixt support team, the vehicle is handed over to a towing company. Cases, in which the customer removes himself entitled or excused from the place of accident due to an own accident-related injury or an injury of a person involved in the accident, are not considered as an unauthorized removal from the place of accident.

6.3 Accident report: The customer is obliged to immediately forward a written accident report to Sixt, stating the police file number. At Sixt's request, the damage report form provided by Sixt must be used, filled out completely, signed and returned to Sixt within 7 days. If the damage is not settled by the insurance company due to culpably late return, Sixt reserves the right to charge the customer with all accident-related costs.

6.4 No acknowledgement of liability: The customer is prohibited from making an acknowledgement of liability or from anticipating the settlement of any liability claims by making payments or other actions acknowledging damage and/or debt (endangering the insurance cover). Only Sixt is entitled to compensation for damages to the Sixt vehicle.

6.5 Defense of third party claims: The customer is obligated to inform Sixt immediately and to make all information available, as far as a third party - no matter in which form, whether out of court or in court - asserts claims for damages from or in connection with an accident. Sixt is authorized to fulfil or ward off claims for damages asserted against the customer or authorized driver on behalf of the customer or authorized driver and to make all declarations that appear appropriate for this purpose within the scope of dutiful discretion. In case of claims asserted in court, Sixt shall be left to conduct the legal dispute. Sixt is entitled to engage a lawyer in the name of the customer or authorized driver, to give power of attorney and all necessary information to the customer or authorized driver and to provide requested documents.

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### 7 Rental price, fees and payment methods

- 7.1 Rental Price: The rental price for the rental period is (i) the rental price shown in the current reservation confirmation and (ii) if the vehicle is used after the return date shown in the reservation confirmation, the minute rate shown to the customer in the Sixt App for the selected vehicle and (iii) (if applicable) the fees shown at <https://www.sixt.de/share/sixtswitch/tarife/#/>. Sixt is not obligated to make refunds in the event of non-delivery, late delivery or early return of the vehicle. Further details on the calculation of the rental price are available online at <https://www.sixt.de/share/sixtswitch/tarife/#/>.
- 7.2 Due date: Unless otherwise agreed in the rental agreement, the customer tariff is due for payment at the latest at the end of the rental period. The costs for special services are due upon receipt of the invoice.
- 7.3 Security (deposit): The customer is obliged to provide a deposit at the beginning of the rental period as security for the fulfilment of his obligations. The amount of the security deposit is based on the expected amount of the rental price. If the rental costs exceed the deposit set at the beginning of the rental period, Sixt may adjust the amount of the deposit at any time. If this adjustment fails, Sixt is entitled to terminate the rental contract without notice or to withdraw from the rental contract. In this case, the lessee is liable for all costs (e.g. for the purchase of a second key, the costs for a technical employee and/or the return of the vehicle) that arise as a result of the termination or withdrawal, according to the table of fees. In such a case, claims for compensation by the renter are excluded. Sixt is not obliged to invest the security separately from its assets. There is no interest on the security deposit. Sixt may assert its claim for the provision of a security even after the beginning of the rental agreement within the regular limitation period.
- 7.4 Means of payment accepted: Credit and debit cards from internationally recognized credit card companies are accepted as means of payment, with the exception of prepaid cards. Sixt reserves the right to offer the customer only certain means and types of payment for the vehicle rental in question, for example, to hedge our credit risk only those that correspond to the respective credit rating. Cash payment is not possible for vehicle rentals in Germany.

The means of payment must be issued in the name of the customer and have sufficient funds. If a chargeback occurs and the customer is responsible for this circumstance, the customer has to bear the bank costs as well as pay a handling fee to Sixt according to the table of fees, unless the customer can prove that no damage or reduction in value has occurred at all or is significantly lower than the handling fee.

In order to be able to offer the customer an attractive range of payment methods, Sixt works with the external partner BillPay GmbH, Zinnowitzer Str. 1, DE 10115 Berlin, [www.billpay.de/endkunden/](http://www.billpay.de/endkunden/) ("**BillPay GmbH**") for the direct debit payment method. If a rental contract is concluded under the aforementioned payment methods, Sixt shall assign the payment claim against the customer to BillPay GmbH. By providing the necessary data for a direct debit authorization, the customer shall give BillPay GmbH a SEPA direct debit mandate for the collection of due payments and instruct his financial institution to redeem debits. The creditor identification number of BillPay GmbH is DE19ZZ00000237180. The mandate reference number will be communicated to the customer by e-mail at a later date. The preliminary information on the collection of the SEPA direct debit is sent to the customer by e-mail to the e-mail address provided by him at least one day before the due date. Payment by direct debit requires, among other things, a successful identity and credit check by BillPay GmbH as well as an IBAN- and BIC-compatible private current account. The settlement via a business current account, however, is not permitted.. If the customer is allowed to pay by direct debit after credit assessment, payment can only be made to BillPay GmbH with debt discharging effect. Within eight weeks, beginning with the debit date, the customer may demand reimbursement of the debited amount. The conditions agreed with the customer's

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financial institution shall apply. The claim due shall remain in force even in the event of a return debit note. In case of a return debit note (due to expiration of the current account or unjustified objection of the account holder), the customer authorizes BillPay GmbH to submit the debit note for the respective due payment obligation once again. In such a case, the customer lessee is bound to pay the costs incurred by the returned debit. Further claims are reserved. In view of the effort and costs for return debit notes and to avoid the processing fee, the customer should not object to the debit note in case of revocation, withdrawal or complaint. In such a case, after consultation with Sixt, the reversal of the payment is carried out by retransfer of the corresponding amount or by credit note.

All details and further information can be found at [https://www.billpay.de/en/about\\_sepa/](https://www.billpay.de/en/about_sepa/) and in the General Terms and Conditions and the data protection notice of BillPay GmbH at <https://www.billpay.de/en/privacy-de/> For general questions regarding the rental contract, also regarding the reversal of the contract in case of cancellation and termination, Sixt remains the contact person for the customer.

- 7.5 Retention of payments and offsetting: The customer can only assert a right of retention for claims not based on the same contractual relationship and offsetting against other claims other than claims for compensation due to defects in the rental object if his counterclaim is undisputed, legally established or ready for decision.

## 8 Vehicle Insurance

- 8.1 Vehicle insurance: Sixt maintains a third party vehicle insurance for the Sixt vehicle. This insurance protection exists within the geographical borders of Europe as well as the non-European areas that belong to the area of application of the European Union, and includes a liability insurance with a maximum sum insured for personal injury and property damage of 100 million EUR. The maximum sum insured per injured person is 12 million EUR.

## 9 Liability

- 9.1 Liability of Sixt: Sixt shall be liable without limitation for damages resulting from injury to life, body or health caused by intentional or negligent breach of duty by Sixt, its legal representatives or vicarious agents, as well as for other damages caused by Sixt, its legal representatives or vicarious agents intentionally or grossly negligent. Subject to sentence 1, Sixt, including its legal representatives and vicarious agents, is not liable regardless of fault for initial defects pursuant to § 536 a para. 1 Var. 1 BGB (German Civil Code) and for property damage and financial losses caused by simple and slight negligence only in case of violation of essential contractual obligations ("cardinal obligations"), limited in amount to the damages foreseeable and typical for the contract at the time of contract conclusion. Cardinal obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. Sixt shall not be liable for the rest.
- 9.2 No liability for forgotten items: Sixt assumes no liability for luggage or personal belongings of the passengers left in the Sixt vehicle - be it upon return or when leaving the vehicle during the rental period. Should the forgotten items be found by Sixt personnel or handed over by a subsequent hirer of the Sixt vehicle, Sixt will inform the customer and, after consultation with the customer, keep the item until collection or, if the customer cannot be reached, hand it over to the nearest lost property office. During storage, Sixt is only responsible for the care that Sixt takes in its own affairs.
- 9.3 Liability of the customer: The customer shall be liable in accordance with the statutory provisions, unless a contractual limitation of liability pursuant to Section 10 of these GTC applies.

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- 9.3.1 Liability for towing, accidents and vehicle damage: The customer's liability for towing, accidents and vehicle damage also extends to the payment of a lump sum in accordance with the table of fees.
- 9.3.2 Liability of the customer in case of legal violations: The customer must bear all costs arising from or in connection with administrative offences and criminal offences committed with a Sixt vehicle and indemnifies Sixt from all fines and warning fees, (toll) charges and other costs that authorities or other agencies charge Sixt on the occasion of violations of traffic and order regulations and other legal provisions. As compensation for the processing costs, the customer must pay a fixed fee to Sixt according to the table of fees.
- 9.3.3 Customer's liability for charging cable, loss of or damage to the vehicle key: In the event of culpable loss or damage to the charging cable for E-vehicles and hybrid vehicles as well as culpable loss or damage to the vehicle key, Sixt shall be reimbursed the costs of the replacement for the cable or the vehicle key in the amount stated in the table of fees.
- 9.3.4 Proof of lesser damage: With regard to the lump sums referred to in Clauses 9.3.1 to 9.3.3 the customer is permitted to prove that no damage or reduction in value has occurred at all or that it is significantly lower than the fee. Sixt is entitled to claim further damages. In this case, the lump sum is offset against a claim for further damages from the same breach of duty.

## 10 Agreement on limitations of liability (Sixt accident and theft protection etc.)

- 10.1 Indemnification: The customer can agree a contractual limitation of liability with Sixt when making a reservation for the duration of the rental. Such a contractual limitation of liability corresponds to the model of a fully comprehensive insurance policy based on the model conditions of the General Terms and Conditions for Motor Vehicle Insurance (AKB) applicable to the respective Sixt vehicle. These limitations of liability apply as long as (i) the customer has used the Sixt vehicle in accordance with these GTC, (ii) he/she has adhered to the provisions of clause 6 of these GTC in the case of the respective accident, theft or other damage to the Sixt vehicle and (iii) he/she did not cause the accident, theft or other damage intentionally or through gross negligence.
- 10.1.1 Damage and loss of vehicle: The customer can exclude or reduce his liability for accidental damage caused by slight negligence, other damage to the vehicle, loss of the vehicle (e.g. theft, robbery) as well as fire by taking out a Sixt fully comprehensive insurance and theft protection within the scope of the reservation against payment of an additional fee up to an amount equal to the agreed deductible. The customer remains obliged to pay a lump sum according to the table of fees for the processing of towing operations, accidents and vehicle damage even in the event of a contractual exemption from liability.

*No accidental damages are:*

(a) Braking, operational and pure breakage damage, such as in particular damage to the braking system or tires and discs, as well as damage caused by an inadequately secured, slipping load, misfuelling, improper usage of gear shift, torsional damage, operating errors or excessive load of the vehicle

(b) damage to or destruction of the vehicle due to prohibited uses,

(c) the loss of the Sixt vehicle.

- 10.1.2 Sixt tire and windscreen protection: Notwithstanding clause 10.1.1 lit. (a) of these GTC, the customer can exclude his liability for slightly negligent causing of tire damage (e.g. when parking, touching the curb) as well

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as windscreen damage against payment of an additional fee or reduce it up to an amount equal to the agreed deductible.

### 11 Rent and termination

11.1 Start of rent: The rental starts with the start of the rental in the Sixt App.

11.2 Extraordinary termination: The right of the parties to extraordinary termination shall remain unaffected. An important reason, which entitles Sixt to extraordinary termination, is especially given if

- the authorization of the security deposit for the rental fails;
- the customer violates applicable laws and regulations
- the customer is driving without the required minimum age (clause 4.2), without a driving license (clause 4.3) or is attempting to enter a country in a zone for whose foreign use the rented vehicle group is prohibited (clause 4.8)
- the customer uses the Sixt vehicle contrary to the permitted mode of use (clause 4.7);
- the customer significantly endangers the value of the Sixt vehicle by neglecting his or her duty of care (clause 5.1);
- the customer leaves the vehicle to a third party without authorization;
- the customer does not hand over the Sixt vehicle to Sixt directly for the purpose of an inspection (clause 5.4) upon instruction of Sixt;
- the customer seriously or repeatedly violates these GTC and does not remedy the violation immediately despite a warning from Sixt.

11.3 Consequences of termination of contract: Upon termination of the contract, the customer is obligated to immediately return the Sixt vehicle to Sixt in accordance with the return regulations as per clause 14

### 12 Special provisions for the use of the Sixt App

12.1 When activated for digital rental in the Sixt App, the customer's smartphone becomes the virtual vehicle key. Via the Sixt App, the customer can open the Sixt vehicle via the button and start as well as end the rental. As soon as the customer has finished the rental via the Sixt App, he/she can no longer use the Sixt vehicle.

12.2 If the rental cannot be terminated via the Sixt App, the customer has to call the Sixt support team and coordinate the further procedure so that the rental can be terminated.

12.3 The customer sets a personal identification number ("PIN") for the digital rental in the Sixt App, which he is not allowed to pass on to third parties (including family and household members) and will ensure that this number is not accessible to third parties. Written records of the PIN must not be kept in the immediate vicinity of the access data and must not be stored unsecured on the smartphone. The customer shall immediately notify Sixt of the loss of the PIN by e-mail to [contact@sixt.com](mailto:contact@sixt.com). For each culpable violation, the customer is obliged to pay a contractual penalty according to the table of fees. In addition to payment of the contractual penalty, Sixt may also demand further damages. In such a case, the claim for a contractual penalty is offset against a claim for further damages from the same breach of duty.

### 13 Special provisions on the rental period

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13.1 Rental period: The rental period depends on the actual use of the vehicle. However, the maximum rental period is 27 days, i.e. the rental agreement ends automatically after 27 days at the latest. Section 7.1 of these GTC remains unaffected.

13.2 Consequences of continued use: If the customer continues to use the Sixt vehicle beyond the return time agreed in the reservation confirmation ("continuous use"), the rental relationship is not extended indefinitely. § 545 BGB (German Civil Code) is not applicable.

### 14 Special conditions for the return of the vehicle

14.1 General return requirements: The customer is obligated to return the Sixt vehicle including the vehicle documents, all accessories, all vehicle keys and with at least a remaining range of 15km properly and theft-proof locked at the Sixt branch mentioned in the reservation or in the Sixt Share business area where he/she rented the vehicle. The Sixt vehicle must also be returned in a comparable condition as it was at the time of rental, i.e. comparably clean and with the same amount of fuel as the vehicle was filled up in the beginning.

Irrespective of whether the customer returns the vehicle at a Sixt branch or in the Sixt Share business area, the rental must be terminated by the customer upon return of the vehicle using the button in the Sixt App. In the respective Sixt Share business area the Sixt vehicle can be returned either at specially marked Sixt parking spaces (e.g. at airports) or at a free parking space on streets, paths and places dedicated for the use of motor vehicles. The customer may only park the Sixt vehicle on areas with a daily or time-related restriction of the parking authorization (e.g. no stopping with additional signs such as "7:00 - 17:00" or "Monday 6:00 - 12:00") if the restriction takes effect only 48 hours after the vehicle has been parked. This also applies to traffic bans (e.g. temporary parking bans due to events or removals). Additional fees may be charged for the return of the vehicle in accordance with the regulations in section 14.2.

14.2 Chargeable special services after return: Sixt assumes certain special services for the customer under certain conditions. These special services are subject to a charge and increase the total price to be paid by the customer if one of the following events occurs.

(a) *Refuelling service:* If the customer does not return the Sixt vehicle with a fuel tank level that corresponds to the fuel tank level at the start of the rental, Sixt will charge the customer for the fuel consumed after return according to the regulations in the table of fees, available at <https://www.sixt.de/share/sixtswitch/tarife/#/>.

(b) *Remaining range:* If the customer returns a Sixt vehicle which, according to the display of the on-board computer, has a remaining range of 15km or less, Sixt will charge an additional service fee in addition to the aforementioned refueling service for the transfer to refuel or for recharging the E-vehicle according to the table of fees.

(c) *Vehicle Return:* If the customer does not return the vehicle (i) within the Sixt Share business area where he/she rented the vehicle or (ii) at the Sixt branch specified in the reservation, Sixt may charge an additional service fee for returning the vehicle elsewhere as per the table of fees.

(d) *Special cleaning:* In case of excessive contamination of the Sixt vehicle, which requires a special cleaning of the vehicle, or if the vehicle is returned with odor impairment, Sixt will take over the necessary special cleaning for the customer. Sixt will charge the customer the special cleaning costs incurred as well as a service fee for the special cleaning, the amount of which is shown in the table of fees, as a special service.

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- (e) *Calculation of additional kilometers:* If the customer has exceeded the number of inclusive kilometers agreed upon at the time of rental, the additional kilometers driven are automatically calculated according to the tariff shown in the reservation confirmation.
- (f) *Key return:* If the customer does not return the vehicle key to Sixt by the end of the agreed rental period, Sixt will take over the return of the key. The return fee, the amount of which is shown in the fee table, is charged to the customer as a special service.

The service fees for the above-mentioned special services are not charged if the customer can prove that he/she is not responsible for the occurrence of the circumstances justifying the special services or that no costs were incurred by Sixt or that the costs actually incurred are significantly lower than the fixed fees according to the table of fees. Sixt is entitled to claim further damages. In this case, the fixed fee in question is offset against a claim for further damages from the same breach of duty.

### 15 Miscellaneous

- 15.1 There are no verbal side agreements.
- 15.2 Alternative dispute resolution: The European Commission has set up a platform for the out-of-court online dispute resolution of consumer disputes at <http://ec.europa.eu/consumers/odr/>. Sixt is not obliged to participate in dispute resolution proceedings before a consumer arbitration board and does not take part in such proceedings.
- 15.3 Applicable law: The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. If the customer is a consumer with residence in the European Union, the law of the country in which the customer has his residence may also apply, if necessary, insofar as it concerns mandatory legal provisions.
- 15.4 Place of jurisdiction: If the customer is a merchant, a legal entity under public law or a special fund under public law, or if he has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from and in connection with the rental agreement is Munich.
- 15.5 Contract Language: The contract language is German. As far as Sixt provides the customer with an English version of these GTC within the scope of the conclusion of the rental contract, this is only a non-binding translation and service by Sixt. In case of differences, ambiguities and contradictions between the German version and the English version of these GTC, the German version of these GTC always takes precedence over any translations.